Fill	in this i	formation to identify your case:	For ame	nded plans only:		
l	IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF TEXAS			<ul> <li>Check if this amended plan is filed prior to any confirmation hearing.</li> <li>Check if this amended plan is filed in response to an initial denial order or a</li> </ul>		
Debt	or 1	Jeffery     Wayne     Alexander       First Name     Middle Name     Last Name		tinuance that cour		
Debte (filing	or 2 g spouse)	Laura     Marie     Alexander       First Name     Middle Name     Last Name	List the se this amend		been changed by	
Case	number:	21-41811-BTR-13				
TXE	B Loca	I Form 3015-a				
		CHAPTER 13 PLAN				
					Adopted: Dec 2017	
Part	1: N	otices				
To D	ebtor*:	This plan form is designed for use when seeking an initial confirmation order. some cases, but the presence of an option on the form does not indicate that circumstances. When you file this Plan, you must serve a copy of it upor list (matrix) of creditors as constituted by the Court on the date of servic a Certificate of Service affixed to this document that attaches a copy of t served. The most current matrix in this case is available under the "Rep	the option is neach party e and evide he matrix o	s appropriate in your listed on the ma ence that service of foreditors which	ster mailing through you	
* The	use of the s	ngular term "Debtor" in this Plan includes both debtors when the case has been initiated by the	ne filing of a joi	int petition by spouses	S.	
То С	reditors:	Your rights may be affected by this plan. Your claim may be reduced, m	odified, or e	eliminated.		
		You should read this Plan carefully and discuss it with your attorney if you ha have an attorney, you may wish to consult one.	ve one in thi	s bankruptcy case	e. If you do not	
		If you oppose any permanent treatment of your claim as outlined in this plan, confirmation of this Plan. An objection to confirmation must be filed at least confirmation hearing. That date is listed in ¶ 9 of the <i>Notice of Chapter 13 Biological and the confirmation hearing and the confirmation of this plan, confirmation of this plan has been confirmation of this plan. An objection to confirmation must be filed at least confirmation hearing. That date is listed in ¶ 9 of the Notice of Chapter 13 Biological hearing and the confirmation hearing and the confirmati</i>	14 days be ankruptcy Ca under the ci	fore the date set for ase issued in this roumstances spec	or the plan case. The ified in LBR	
		Regardless of whether you are listed in the Debtor's matrix of creditors or in the a proof of claim in order to be paid under this Plan. The deadline for filling a Bankruptcy Case issued in this case. Disbursements on allowed claims will distribution date after the Effective Date of the Plan. See § 9.1.	claims is list	ed in ¶ 8 of the No	otice of Chapter 13	
		The Debtor must check on box on each line to state whether or not the p items. If an item is checked as "Not Included" or if both boxes are check set out later in the Plan.				
1.1	the valu	n the amount of an allowed secured claim through a final determination of of property constituting collateral for such claim, as set forth in § 3.10 or , which may result in a partial payment or no payment at all to the secure	f	☐ Included	✓ Not included	
1.2	1	ce of a judicial lien or a nonpossessory, nonpurchase-money security as set forth in § 3.9 of this Plan.		☐ Included	Not included	
1.3	1	termination and removal of lien based upon alleged unsecured status of lienholder, as set forth in § 3.11 of this Plan.		Included	Not included	

Nonstandard provisions as set forth in Part 8.

☐ Not included

✓ Included

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Debtor	Jeffery Wayne AlexanderCase number21-41811-BTR-13Laura Marie Alexander
Part	2: Plan Payments and Length of Plan
2.1	The applicable commitment period for the Debtor is 36 months.
2.2	Payment Schedule.
	Unless the Court orders otherwise, beginning on the 30th day after the Petition Date* or the entry date of any order converting this case to Chapter 13, whichever is later, the Debtor will make regular payments to the Trustee throughout the applicable commitment period and for such additional time as may be necessary to make the payments to claimants specified in Parts 3 through 5 of this Plan (the "Plan Term"). The payment schedule shall consist of:
	* The use of the term "Petition Date" in this Plan refers to the date that the Debtor filed the voluntary petition in this case.
	Constant Payments: The Debtor will pay per month for months.
	▼ Variable Payments: The Debtor will make variable plan payments throughout the Plan Term. The proposed schedule for such variable payments are set forth in Exhibit A to this Order and are incorporated herein for all purposes.
2.3	Mode of Payment. Regular payments to the Trustee will be made from future income in the following manner:
	[Check one]
	Debtor will make payments pursuant to a wage withholding order directed to an employer.
	Debtor will make electronic payments through the Trustee's authorized online payment system.
	Debtor will make payments by money order or cashier's check upon written authority of the Trustee.
	Debtor will make payments by other direct means only as authorized by motion and separate court order.
2.4	Income tax refunds.
	In addition to the regular monthly payments to the Trustee, and in the absence of a court order to the contrary, the Debtor is required to:
	(1) supply a copy of each federal income tax return, including all supporting schedules, filed during the Plan Term to the Trustee within 14 days of filing the return; and
	(2) remit to the Trustee within 14 days of receipt all federal income tax refunds received by each Debtor during the plan term which will be added to the plan base; provided, however, that the Debtor may retain from each such refund up to \$2,000.00 in the aggregate on an annual basis if the Debtor is current on the payment obligations to the Trustee under this Plan at the time of the receipt of such tax refund.
	The Debtor hereby authorizes the Trustee to endorse any federal income tax refund check made payable to the Debtor during the plan term.
2.5	Additional payments. [Check one]
	None. If "None" is checked, the rest of § 2.5 need not be completed.
2.6	Plan Base.
	The total amount due and owing to the Trustee under §§ 2.2 and 2.5 is
Part	Treatment of Secured Claims
3.1	Post-Petition Home Mortgage Payments. [Check one]
	No Home Mortgage. If "No Mortgage" is checked, the remainder of § 3.1 need not be completed.
	Home Mortgage Maturing Before or During Plan Term. If "Mortgage Maturing" is checked, the claim will be addressed in § 3.4. The remainder of § 3.1 need not be completed.

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Debtor	Jeffery Wayne Alexander	Case number	21-41811-BTR-13
	Laura Marie Alexander		

#### Direct Home Mortgage Payments by Debtor Required.

On the Petition Date, the Debtor owed the following claims secured only by a security interest in real property that is the Debtor's principal residence. The listed monthly payment amount is correct as of the Petition Date. Such mortgage claims (other than related Cure Claims addressed in § 3.2), shall be paid directly by the Debtor in accordance with the pre-petition contract, including any rate changes or other modifications required by such documents and noticed in conformity with any applicable rules, as such payments become due during the Plan Term. The fulfillment of this requirement is critical to the Debtor's reorganization effort.

Any failure by the Debtor to maintain payments to a mortgage creditor during the Plan Term may preclude confirmation of this Plan and, absent a subsequent surrender of the mortgage premises, may preclude the issuance of any discharge order to the Debtor under § 1328(a).\* The Trustee will monitor the Debtor's fulfillment of this direct payment obligation ("DPO").

\*All statutory references contained in this Plan refer to the Bankruptcy Code, located in Title 11, United States Code.

Mortgage Lienholder	Property Address	Monthly Payment Amount by Debtor	Due Date of Monthly Payment
1. Freedom Mortgage	924 Edgefield Trail, Flower Mound, TX 75028	\$1,205.19  Amount inc:  ✓ Tax Escrow ✓ Insurance Escrow  Other	

3.2	Curing Defaults and Maintenance of Direct Payment Obliga	tions. [Check one]
-----	--	--------------------

П	None.	If "None" is che	cked, the remainde	er of § 3.2 need n	ot be completed.
---	-------	------------------	--------------------	--------------------	------------------

☑ Cure Claims. On the Petition Date, the Debtor was delinquent on payments to satisfy certain secured claims or upon obligations arising under an executory contract or an unexpired lease that the Debtor has elected to assume under § 6.1 of this Plan. While remaining current on all direct payment obligations (future installment payments) as each comes due under the applicable contractual documents during the plan term (a "DPO"), the Debtor shall cure all such delinquencies through the Plan as listed below (a "Cure Claim"). Each listed claims constitutes a separate class. The total amount of each allowed Cure Claim will be paid in full by the Trustee. The Trustee is authorized to initiate monthly payments on an interim basis based upon the projected amount of each Cure Claim listed below until such time as the allowed amount of each Cure Claim is established by the filing of a proof of claim in accordance with the Bankruptcy Rules. The amount listed in that proof of claim, or the final determination by the Court of any objection thereto, shall control over any projected Cure Claim amount listed below. No interest will be paid on any Cure Claim in the absence of documentary proof that the applicable contractual documents entitle the claimant to receive interest on unpaid interest.

If the automatic stay is terminated as to the property for which a Cure Claim exists at any time during the Plan Term, the next distribution by the Trustee on such Cure Claim shall be escrowed pending any possible reconsideration of the stay termination. If the stay termination is reversed by agreement or by court order, then the single escrowed distribution shall be released to the holder of the Cure Claim and regular distributions on that Cure Claim shall be reinstituted. In the event that the stay termination remains in effect on the second distribution date after the stay termination, the escrowed funds shall be released for distribution to other classes under this Plan and the Cure Claim shall thereafter be addressed solely under applicable state law procedures and will no longer be treated by the Plan. The completion of payments contemplated in this subsection constitutes a cure of all defaults of the Debtor's obligation to each listed claimant.

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Debtor Jeffery Wayne Alexander Case number 21-41811-BTR-13
Laura Marie Alexander

Claimant	Collateral/Properi Descripti		Debtor's DPO Amount	Projected Cure Claim Amount	Plan Interest Rate	Projected Monthly Payment by Trustee	Projected Total Cure Payment by Trustee
1. Freedom Mortgage	924 Edgefield Tr Flower Mound, 1		\$1,205.19	\$10,884.00	0.00%	Pro-Rata	\$10,884.00
Debt Maturing During Plar Term.							
Debt Maturing After Completion of Plan Term.							
Curing Assumed Executor Contract or Lease Obligati Pursuant to § 6.1.							
2. TD Auto Finance	2018 Hyundai So	onata	\$436.90	\$1,835.00	5.00%	Pro-Rata	\$2,080.66
☑ Debt Maturing During Plar Term.							
Debt Maturing After Completion of Plan Term.							
Curing Assumed Executor Contract or Lease Obligati Pursuant to § 6.1.							
3.3 Secured Claims Prote	cted from § 506 Bifurca	tion. [Check	one]				
None. If "None" i	s checked, the remainder	of § 3.3 need	not be complete	ed.			
_	ect to § 506 Bifurcation.						
[Check one]  None. If "None" i	s checked, the remainder	r of & 3.4 need	not he complete	ed.			
_	cured Claims Not in Def s checked, the remainder	-	•	ed.			
l <u>L</u>	ach of the following secu		-				
default on the Pet reasonable under	nents (a "Direct Claim"). ition Date and either: (1) the circumstances; or (2)	is protected from should otherv	om valuation und wise be approve	der § 506(a) ar d by the Court	nd payable a based upon	at a contractual i the justification	interest rate n provided.
	resentations by the Del ssed in § 3.4. Each liste		-			n treatment mu	st
Claimant	Collateral Description	Total Claim Amount on Petition Date	Collateral Value on Petition Date	Contract Interest Rate	Monthly Payment per Contract	Party to Make Payment	Date of Final Monthly Payment
Services St	01 N. Pima Road, e 150, Scottsdale, ? 85250	\$4,299.00	\$3,995.00	0.00%	\$122.00	☑ Debtor ☐ Co-Debtor ☐ Third Party	Exceeds Plan Term
Justification:	Justification:						

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Debtor	Jeffery Wayne Alexander	Case number	21-41811-BTR-13	
	Laura Marie Alexander			

- 3.6 Surrender of Property. [Check one]
  - None. If "None" is checked, the remainder of § 3.6 need not be completed.

#### 3.7 Lien Retention.

The holder of a lien securing payment of a claim addressed in §§ 3.1 or 3.2 of this Plan shall retain its lien until the indebtedness secured by such lien is totally satisfied as determined under applicable non-bankruptcy law. The holder of a lien securing payment of any other allowed secured claim that is governed by this Plan shall retain its lien until the earlier of: (1) the total satisfaction of the indebtedness secured by the lien as determined under applicable non-bankruptcy law; or (2) the entry of a discharge order in favor of the Debtor under § 1328(a). In each instance, the provisions of this subsection may be superseded by a subsequent order of the Court.

#### 3.8 Maintenance of Insurance and Post-Petition Taxes Upon Retained Collateral.

For all property that secures the payment of an indebtedness and which is proposed to be retained by the Debtor under this Plan, the Debtor must maintain insurance coverage as required either by the applicable contractual documents governing the indebtedness or as may be directed by the Trustee. The Debtor must also pay all ad valorem taxes on property proposed to be retained by the Debtor under this Plan as they come due in the post-petition period. Such payment shall be tendered to the appropriate taxing authorities in accordance with applicable non-bankruptcy law on or before the last date on which such taxes may be paid without penalty.

- 3.9 Lien avoidance. [Check one]
  - None. If "None" is checked, the remainder of § 3.9 need not be completed.
- 3.10 Rule 3012 Valuation of Collateral. [Check one]
  - **None.** If "None" is checked, the remainder of § 3.10 need not be completed.
- 3.11 Lien Removal Based Upon Unsecured Status. [Check one]
  - **▼** None. If "None" is checked, the remainder of § 3.11 need not be completed.

#### Part 4: Treatment of Administrative Expenses, DSO Claims and Other Priority Claims

#### 4.1 General

All allowed priority claims, other than those particular domestic support obligations treated in § 4.5, will be paid in full without post-confirmation interest. Where applicable, the Trustee is authorized to initiate monthly payments on an interim basis based upon the projected amount of each priority claim listed below until such time as the allowed amount of each priority claim is established by the filing of a proof of claim in accordance with the Bankruptcy Rules. The amount listed in that proof of claim, or the final determination by the Court of any objection thereto, shall control over any projected priority claim amount listed below.

#### 4.2 Trustee's Fees.

The Trustee's fees are fixed by the United States Trustee pursuant to the provisions of 28 U.S.C. § 586(e)(2) and, pursuant thereto, shall be promptly collected and paid from all plan payments received by the Trustee.

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Debtor	Jeffery Wayne Alexander	Case number 21-41811-BTR-13						
	Laura Marie Alexander							
4.3	Attorney's Fees.							
	The total amount of attorney's fees requested by the Debtor's attorney in this case is\$4,000.00 . The amount of was paid to the Debtor's attorney prior to the Petition Date. The allowed balance of attorney's fees will be paid by the Trustee from the remaining available funds after the payment of required adequate protection payments pursuant to §§ 3.3 and 3.4 of this Plan.							
	The allowed balance of attorney's fees to be awarded to the Debtor's attorney in this case shall be determined by:							
	✓ LBR 2016(h)(1);							
	<b>LBR 2016(h)(1):</b> If the attorney's fee award is determined by the benchmashall be the amount designated in LBR 2016(h)(1)(A) unless a certification rendition of legal services pertaining to automatic stay litigation occurring or rule. The Trustee is authorized to make the benchmark fee calculation and of the benchmark amount in this case without the necessity of court order. fee shall be recognized unless a business case designation is granted on the state of the stat	n is filed by the Debtor's attorney regarding the during the Benchmark Fee Period outlined in that local d to recognize the proper enhancement or reduction No business case supplement to the benchmark						
	<b>Fee Application:</b> If the attorney's fee award is determined by the formal filed <b>no later than 30 days after the expiration of the Benchmark Fee P</b> is filed within that period, the determination of the allowed amount of attorn benchmark amounts authorized by LBR 2016(h)(1) without the necessity o Trustee shall adjust any distributions in this class accordingly.	<b>Period</b> outlined in LBR 2016(h)(1). If no application ney's fees to the Debtor's attorney shall revert to the						
4.4	Priority Claims: Domestic Support Obligations ("DSO"). [Check one]							
	None. If "None" is checked, the remainder of § 4.4 need not be completed.							
4.5	Priority Claims: DSO Assigned/Owed to Governmental Unit and Paid Less Th	nan Full Amount. [Check one]						
	None. If "None" is checked, the remainder of § 4.5 need not be completed.							
4.6	Priority Claims: Taxes and Other Priority Claims Excluding Attorney's Fees a	and DSO Claims. [Check one]						
	None. If "None" is checked, the remainder of § 4.5 need not be completed.							
Part	5: Treatment of Nonpriority Unsecured Claims							
5.1	Specially Classed Unsecured Claims. [Check one]							
	None. If "None" is checked, the remainder of § 5.1 need not be completed.							
5.2	General Unsecured Claims.							
	Allowed nonpriority unsecured claims shall comprise a single class of creditors and	d will be paid:						
	100% + Interest at;							
	100% + Interest at with no future modifications to treatment	t under this subsection;						
	Pro Rata Share: of all funds remaining after payment of all secured, priority,	and specially classified claims.						
5.3	Liquidation Analysis: Unsecured Claims Under Parts 4 and 5.							
	If the bankruptcy estate of the Debtor was liquidated under Chapter 7 of the Bankru under Part 4 of this Plan and the holders of nonpriority unsecured claims under Part approximately \$299.23. Regardless of the particular payment treatment aggregate amount of payments which will be paid to the holders of allowed unsecur greater than this amount.	rt 5 of this Plan would be paid an aggregate sum of the selected under Parts 4 and 5 of this Plan, the						

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Debtor	Jeffery Wayne Alexander	Case number 21-41811-BTR-13		
	Laura Marie Alexander			
Part	6: Executory Contracts and Unexpired Leas	es		
6.1	<b>General Rule - Rejection.</b> The executory contracts and unexpired leases of the Debtor listed below are <b>ASSUMED.</b> All other executory contracts and unexpired leases of the Debtor are <b>REJECTED.</b>			
	[Check one.]			
	None. If "None" is checked, the remainder of § 6.1 needs	d not be completed.		
	leases will be treated as specified in § 3.2 of the Plan ar	rom the assumption of the following executory contracts or unexpired and must be listed therein in order to be assumed. Otherwise, post-petition act or unexpired lease agreement constitute a direct payment obligation as the disbursing agent.		
	Counterparty	Description and Required Monthly Payment Amount of Assumed Executory Contract or Leased Property		
1.		\$85.00		
Tesla	a/Solar City	Solar Panels on Residence		
Part	7: Vesting of Property of the Estate			
7.1	Property of the estate will vest in the Debtor only upon the encourt order to the contrary.	ntry of an order for discharge pursuant to § 1328, in the absence of a		
Part	8: Nonstandard Plan Provisions			
	None. If "None" is checked, the rest of Part 8 need not	be completed.		
includ	· · · · · · · · · · · · · · · · · · ·	set forth below. A nonstandard provision is a provision not otherwise instandard provision set out elsewhere in this Plan is void. Even if set forth ox is checked in § 1.4 of this Plan.		
	uest to Incur Debt or(s) may not incur any post-petition debt, except up	oon written approval of the Trustee as follows:		
-	For purchase of a car: limit of \$20,000.00 financed	with monthly payment not to exceed \$500.00		
to ex	For purchase of a home: limit of \$250,000.00 finance ceed \$2,500.00	eed with total monthly payment including taxes and insurance not		
and	Debtor(s) must be current on plan payments and prupdated income information.	rovide an amended budget that includes the proposed payment		
expe		eds the current budget expenditure for the proposed debt or		
Debt	or(s) must file a motion to incur debt if the request d	loes not fall within the guidelines as stated above.		

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Debtor	Jeffery Wayne Alexander	Case number 21-41811-BTR-13			
	Laura Marie Alexander				
Part	9: Miscellaneous Provisions				
9.1	<b>Effective Date.</b> The effective date of this Plan shall be the nonappealable order.	e date upon which the order confirming this Plan becomes a final,			
9.2	order: (1) Trustee's fees under § 4.2 upon receipt; (2) adeq under § 4.3; (4) secured claims under §§ 3.2, 3.3 and 3.4 cm	se, disbursements by the Trustee under this Plan shall occur in the following uate protection payments under §§ 3.3 and 3.4; (3) allowed attorney fees oncurrently; (5) DSO priority claims under §§ 4.4 and 4.5 concurrently; ed unsecured claims under § 5.1; and (8) general unsecured claims under			
9.3	9.3 Litigation Proceeds. No settlement of any litigation prosecuted by the Debtor during the Plan Term shall be consummated without the consent of the Chapter 13 Trustee and, except as otherwise authorized by the Trustee, all funds received by the Debtor, or any attorney for the Debtor, shall be immediately tendered to the Chapter 13 Trustee for satisfaction of any authorized exemption claim of the Debtor, with the remainder of the funds dedicated as an additional component of the plan base.				
Part	10: Signatures				
x/	s/ Theda W. Page	Date <b>12/23/2021</b>			
	nature of Attorney for Debtor(s)	Date			
X		Date			
By t and any	Signature(s) of Debtor(s) (required if not represented by an attorney; otherwise optional)  By filing this document, the attorney for the Debtor or any self-represented Debtor certifies to the Court that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in TXEB Local Form 3015-a, other than any nonstandard provisions included in Part 8, and that the foregoing proposed Plan contains no nonstandard provisions other than those included in Part 8.				
Part	11: Certificate of Service to Matrix as Currer	ntly Constituted by the Court			
constitu	, ,	upon all of the parties as listed on the attached master mailing list (matrix) as opy of same to them via first class mail and/or electronic notification on			
		/s/ Theda W. Page Theda W. Page			

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### Document Page 9 of 9 UNITED STATES BANKRUPTCY COURT **EASTERN DISTRICT OF TEXAS SHERMAN DIVISION**

IN RE: Jeffery Wayne Alexander CASE NO **21-41811-BTR-13** 

Laura Marie Alexander Debtor(s)

CHAPTER 13

#### **EXHIBIT "A" - VARIABLE PLAN PAYMENTS**

#### PROPOSED PLAN OF REPAYMENT (VARIABLE PAYMENTS INTO THE PLAN)

Mon	th / Due Date	Payment	<u>Mon</u>	th / Due Date	Payment	<u>Mor</u>	th / Due Date	Payment
1	01/20/2022	\$100.00	29	05/20/2024	\$310.00	57	09/20/2026	\$310.00
2	02/20/2022	\$310.00	30	06/20/2024	\$310.00	58	10/20/2026	\$310.00
3	03/20/2022	\$310.00	31	07/20/2024	\$310.00	59	11/20/2026	\$310.00
4	04/20/2022	\$310.00	32	08/20/2024	\$310.00	60	12/20/2026	\$310.00
5	05/20/2022	\$310.00	33	09/20/2024	\$310.00			
6	06/20/2022	\$310.00	34	10/20/2024	\$310.00			
7	07/20/2022	\$310.00	35	11/20/2024	\$310.00			
8	08/20/2022	\$310.00	36	12/20/2024	\$310.00			
9	09/20/2022	\$310.00	37	01/20/2025	\$310.00			
10	10/20/2022	\$310.00	38	02/20/2025	\$310.00			
11	11/20/2022	\$310.00	39	03/20/2025	\$310.00			
12	12/20/2022	\$310.00	40	04/20/2025	\$310.00			
13	01/20/2023	\$310.00	41	05/20/2025	\$310.00			
14	02/20/2023	\$310.00	42	06/20/2025	\$310.00			
15	03/20/2023	\$310.00	43	07/20/2025	\$310.00			
16	04/20/2023	\$310.00	44	08/20/2025	\$310.00			
17	05/20/2023	\$310.00	45	09/20/2025	\$310.00			
18	06/20/2023	\$310.00	46	10/20/2025	\$310.00			
19	07/20/2023	\$310.00	47	11/20/2025	\$310.00			
20	08/20/2023	\$310.00	48	12/20/2025	\$310.00			
21	09/20/2023	\$310.00	49	01/20/2026	\$310.00			
22	10/20/2023	\$310.00	50	02/20/2026	\$310.00			
23	11/20/2023	\$310.00	51	03/20/2026	\$310.00			
24	12/20/2023	\$310.00	52	04/20/2026	\$310.00			
25	01/20/2024	\$310.00	53	05/20/2026	\$310.00			
26	02/20/2024	\$310.00	54	06/20/2026	\$310.00			
27	03/20/2024	\$310.00	55	07/20/2026	\$310.00			
28	04/20/2024	\$310.00	56	08/20/2026	\$310.00			